

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Source Media Inc.		10/13/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Accuity Inc.
Street Address:	4709 Golf Road
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	60076
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3665689	NRS
Registration Number:	2084122	NRS
Registration Number:	2084121	NRS
Registration Number:	2084118	NRS
Registration Number:	3645057	NRS COMPLIANCEESSENTIALS
Registration Number:	3352343	NRS CENTER FOR COMPLIANCE PROFESSIONALS
Registration Number:	1870197	COMPLYNET
Registration Number:	1887153	THE BOND BUYER'S MUNICIPAL MARKETPLACE
Registration Number:	2381972	MUNICIPAL MARKETPLACE

CORRESPONDENCE DATA

Fax Number: (949)475-4754
 Phone: 949-451-3800
 Email: skann@gibsondunn.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900204540

**TRADEMARK
 REEL: 004641 FRAME: 0034**

CH \$240.00 3665689

Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	04780-00011
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	10/13/2011

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”) effective as of October 13, 2011 (the “**Effective Date**”), by and between Source Media Inc., a Delaware corporation (“**Assignor**”), with offices at One State Street Plaza, 27th Floor, New York, New York 10004, and Accuity Inc., a Delaware corporation (“**Assignee**”) with offices at 4709 Golf Road, Skokie, Illinois 60076.

1.0 Background.

1.1 Assignee has entered into that certain Stock Purchase Agreement dated as of September 25, 2011 (the “**Purchase Agreement**”). In accordance with the Purchase Agreement, Assignor wishes to assign the Trademarks (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the Marks and Registrations set forth on Exhibit A attached hereto, including without limitation all common-law rights, throughout the world, together with the associated goodwill (the “**Trademarks**”), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2.2 Assignor agrees to execute and deliver at the reasonable request of the Assignee, all papers, instruments, and assignments, and to perform, at Assignee’s expense, any other reasonable acts the Assignee may require in order to vest all Assignor’s rights, title, and interest in and to said Trademark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of New York and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

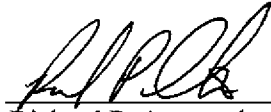
3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment below effective as of the Effective Date.

ASSIGNOR:

SOURCE MEDIA INC.

By: 
Name: Richard P. Antoneck
Title: CFO

ASSIGNEE:

ACCUITY INC.






By: 
Name: Richard P. Antoneck
Title: CFO

Exhibit A

U.S. Federal Trademarks

	Mark	Registration Number	Owner
1		3,665,689	Source Media Inc.
2		2,084,122	Source Media Inc. aka AB Holding Inc.
3		2,084,121	Source Media Inc. aka AB Holding Inc.
4		2,084,118	Source Media Inc. aka AB Holding Inc.
5	NRS COMPLIANCE ESSENTIALS	3,645,057	Source Media Inc.
6	NRS CENTER FOR COMPLIANCE PROFESSIONALS	3,352,343	Source Media Inc.
7	COMPLYNET	1,870,197	Source Media Inc. aka AB Holding Inc.
8	THE BOND BUYER'S MUNICIPAL MARKETPLACE	1,887,153	Source Media Inc. aka AB Holding Inc.
9	MUNICIPAL MARKETPLACE	2,381,972	Source Media Inc. aka AB Holding Inc.